

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

BLACKWATER SECURITY CONSULTING,  
LLC, a Delaware Limited Liability Company; and  
BLACKWATER LODGE AND TRAINING  
CENTER, INC. a Delaware Corporation,

Plaintiffs,

v.

WESTCHESTER SURPLUS LINES  
INSURANCE COMPANY, a Georgia  
Corporation; EVANSTON INSURANCE  
COMPANY, an Illinois Corporation; FIDELITY  
AND CASUALTY COMPANY OF NEW YORK,  
a South Carolina Corporation; and LIBERTY  
INSURANCE UNDERWRITERS, a  
Massachusetts Corporation,

Defendants.

Civil Action No. 05 6020

Assigned to Judge Petrese B. Tucker

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of Plaintiffs Blackwater Security Consulting, LLC and Blackwater Lodge and Training Center, Inc.'s Motion for Partial Summary Judgment on the Duty to Defend against Evanston Insurance Company ("Evanston") and Evanston's Cross-Motion for Summary Judgment, the Court has considered the motions and all papers filed in support and opposition of each motion, the arguments of the parties, and all other pertinent matters. For the reasons outlined in Evanston's papers, Evanston is entitled to a declaratory judgment that it has no duty to defend or indemnify Plaintiffs in connection with the action captioned *Nordan v. Blackwater Security Consulting LLC, et al.*, 05 CVS 000173. Because Evanston has no duty to defend or indemnify, it has not

breached its contract with Blackwater. For this reason, Blackwater's claim under the Pennsylvania bad faith statute, 42 Pa. C.S.A. §8371 fails as a matter of law.

THEREFORE,

It is hereby ORDERED that Defendant Evanston Insurance Company's Motion for Summary Judgment is GRANTED, and that Plaintiffs Blackwater Security Consulting, LLC and Blackwater Lodge and Training Center, Inc.'s Motion for Partial Summary Judgment On The Duty To Defend Against Evanston Insurance Company is DENIED.

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THE HONORABLE PETRESE B. TUCKER